

**Statement of Work  
Purchase Order  
Technical Assistance to the Office of the AA/LAC**

**Description**

The LAC Bureau requires the assistance of a contractor to provide technical guidance, advice and assistance on a Mission Management Assessment of USAID/Colombia. The consultant must be of the Senior Foreign Service level with Mission Director experience to lead and be a principal member of the Mission Management Assessment Team. He/she must have in-depth knowledge of political sensitivities that currently are being faced by the Mission, and must be thoroughly familiar with the role of USAID in contributing to U.S. foreign policy objectives in Colombia in order to adequately address all components of the Assessment.

The purpose of this Purchase Order is to provide support to the LAC Bureau for up to 30 days during a period starting o/a September 26, 2002 through o/a October 25, 2002. Contractor will perform the duties and produce the reports as specified below.

**Deliverables**

Contractor will report directly to the individual designated by the AA/LAC. A final assessment report will be produced during the contract period and to be delivered o/a October 26, 2002. Cash advance in relation trip to Colombia will be paid prior to trip. Remaining costs associated with this contract will be paid upon delivery of final report.

The deliverables for this purchase order are:

1. During the first week of the contract period, conduct pre-assessment meetings in USAID/Washington with Assessment Team and with Senior LAC Bureau Management to organize and finalize those issues to be addressed by the Team.
2. During second to third week of the contract period, lead Assessment Team in USAID/Colombia. Incumbent will confer with Senior Mission Management to identify problems and/or issues, and coordinate with the Team regarding recommendations to be contained in the final Assessment report.
3. During fourth week of the contract period, participate in de-briefing of LAC Bureau Senior Staff and complete final Assessment report to be presented to the AA/LAC.

**Required Travel and Estimated Number of Days**

This scope of work will require a trip while the Contractor will be specifically based out of LAC/Washington. The estimated time required to complete this purchase order is: approximately 14 days in Washington, D.C. for preparation, on-going efforts, follow-up and writing/finalizing deliverables, and approximately 7-14 days on TDY in Colombia, which includes travel days.

## **Payment Schedule**

This lump sum purchase order will be paid in one lump sum payment:

A portion of the travel costs will be paid in advance of trip to Colombia. Remaining cost of the P.O. will be paid upon delivery of final Assessment report, to be produced and delivered after the first three to four weeks of work, and acceptance by AA/LAC of all specified deliverables.

## **Estimated Completion Date**

October 25, 2002

## **Required Experience and Skills**

The required experience and skills to perform this purchase order are:

1. Experience working with USAID field missions on and full knowledge of their management operations, programs and objectives.
2. Ability to interface at the highest government levels in order to debrief U.S. Ambassadors, the Agency Administrator and others as appropriate.
3. Excellent English Writing Skills.
4. Ability to read Spanish and easily translate/summarize documents into written English.
5. Ability to speak Spanish in order to interview counterparts dealing with the specified activities.
6. Ability to work independently and complete tasks without supervision.

Additionally, contractor will require a Secret security clearance to be able to work in USAID/Washington, in the field while on TDY and with other USG counterparts.

## **Relationship to USAID Staff**

The contractor will report directly to the individual designated by the AA/LAC, but will work independently. Contractor will also perform duties in coordination with USAID/LAC/SPO, USAID/LAC/SAM, USAID/LAC/CAR and USAID/Colombia.

The contractor's main point of contact is DAA/LAC, Karen Harbert.

ADDITIONAL PROVISIONS/TERMS AND CONDITIONS

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A.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
<b>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)</b>		
52.203-3	GRATUITIES	APR 1984
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 1989
52.222-47	SERVICE CONTRACTS ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS	MAY 1989
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1994)	AUG 1987

A.2 52.213-4 TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS  
(OTHER THAN COMMERCIAL ITEMS) (APR 2002)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246). (iv)  
52.225-13, Restrictions on Certain Foreign Purchases (July 2000) (E.O.'s  
12722, 12724, 13059, 13067, 13121, and 13129).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Feb 2002).

(v) 52.233-1, Disputes (Dec 1998).

(vi) 52.244-6, Subcontracts for Commercial Items (Dec 2001)

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses,  
incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive  
order:

(i) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C.  
35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto  
Rico, or the U.S. Virgin Islands).

(ii) 52.222-35, Equal Opportunity for Special Disabled Veterans,  
Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38  
U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iii) 52.222-36, Affirmative Action for Workers with Disabilities (June  
1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is  
to be performed outside the United States by employees recruited outside the  
United States.) (For purposes of this clause, United States includes the 50  
States, the District of Columbia, Puerto Rico, the Northern Mariana Islands,  
American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(iv) 52.222-37, Employment Reports on Special Disabled Veterans,  
Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38  
U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(v) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41  
U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are  
subject to the Service Contract Act and will be performed in the United  
States, District of Columbia, Puerto Rico, the Northern Mariana Islands,  
American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island,  
or the outer continental shelf lands).

(vi) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Dec 2001) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (Feb 2000) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502- 2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C. 1241). (Applies to supplies transported by ocean vessels.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

A.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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